2019-15102 / Court: 270

CAUSE NO. _____

PAUL A. BRAGG	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
V.	§	**HARRIS COUNTY, TEXAS**
	§	
JOHN ZAVITSANOS, JOSEPH AHMAD,	§	
DEMETRIOS ANAIPAKOS, and AHMAD,	§	
ZAVITSANOS, ANAIPAKOS, ALVI &	§	
MENSING, P.C.	§	
Defendants	§	**____ JUDICIAL DISTRICT**

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE COURT JUDGE OF SAID COURT:

COMES NOW, Paul Bragg, Plaintiff in the above-entitled matter, complaining of Defendants John Zavitsanos, Joseph Ahmad, Demetrios Anaipakos and Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C., and would respectfully show as follows:

I
DISCOVERY CONTROL PLAN

1. Based upon this Petition, this case should be controlled by a discovery control plan ;evel 3 pursuant to the Texas Rules of Civil Procedure, Rule 190.4.

II
RULE 47 STATEMENT OF RELIEF

1. In accordance with Texas Rule of Civil Procedure 47, Plaintiffs seek monetary relief in excess of $1,000,000. This is not an expedited action.

III
PARTIES

1. Plaintiff, Paul A. Bragg is an individual residing in Harris County, Texas. The last three digits of his driver's license is 665 and the last three digits of his social security number is 836.

1. Defendant, John Zavitsanos is an attorney licensed to practice law in the State of Texas and can be served with citation at his principal place of business, Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C., 1221 McKinney, Suite 2500, Houston, Texas 77010 or wherever he may be found.

2. Defendant, Joseph Ahmad is an attorney licensed to practice law in the State of Texas and can be served with citation at his principal place of business, Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C., 1221 McKinney, Suite 2500, Houston, Texas 77010 or wherever he may be found.

3. Defendant, Demetrios Anaipakos is an attorney licensed to practice law in the State of Texas and can be served with citation at his principal place of business, Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C., 1221 McKinney, Suite 2500, Houston, Texas 77010 or wherever he may be found.

4. Defendant, Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C. is a professional corporation, formed in the State of Texas and doing business as a law firm in Harris County, Texas. The firm may be served with citation by serving John Zavitsanos, managing partner, at his principal place of business, Ahmad, Zavitsanos, Anaipakos, Alvi & Mensing, P.C., 1221 McKinney, Suite 2500, Houston, Texas 77010 or wherever he may be found.

IV
JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over the controversy because the claims asserted in this Petition arose, in whole or in part, in Texas and the amount in controversy exceeds the minimum jurisdictional limits of this Court.

2. This Court has personal jurisdiction over each Defendant because the acts and/or omissions complained of herein occurred in Texas, each Defendant does business in Texas and/or committed a tort, in whole or in part in Texas.

3. Venue is properly laid in Harris County, Texas because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas and/or because Defendants reside in or have a principal office in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1), (2) and (3).

V
FACTUAL BACKGROUND

1. This is a case of gross fee churning, breach of fiduciary duty, and negligence arising out of a very simple breach of contract case. In short, the several Houston lawyers breached their agreement with their client by over-charging, padding their bills for services and providing unreasonable and unnecessary charges solely to place their interests ahead of their client's interest so they could improperly line their pockets at their client's expense. It has long been held that "[t]here are few business relations of life involving a higher trust and confidence than those of attorney and client, or generally speaking one more honorably and faithfully discharged, few more anxiously guarded by the law or governed by sterner principles of morality and justice; and it is the duty of the court to administer them in a corresponding spirit, and to be watchful and industrious, to see that confidence thus reposed shall not be used to the detriment of

prejudice to the rights of the party bestowing it." *Stockton v. Ford*, 52 U.S. 232, 247 (1850). The conduct committed by these individual attorney's and their law firm is unconscionable as a matter of law. Accordingly, this lawsuit is brought to disgorge all fees paid to Defendants and recover the damages caused by Defendants' gross incompetence in the name or morality and justice.

2. Plaintiff, Paul A. Bragg ("Bragg") has been an oil field executive in Houston, Texas since 1983. Around that time, Bragg joined ENSCO International in a "workout" capacity, serving as Chief Financial Officer. There, Bragg restructured more than $300 Million of defaulted debts allowing ENSCO to successfully transform into an elite offshore drilling contractor. Bragg joined Pride International from 1993-2005, serving primarily as its Chief Executive Officer. Bragg led that company's transformation into one of the world's largest offshore drilling contractors, with operations in approximately 40 countries. That company completed more than 20 acquisitions and built more than $2 Billion of new deep-water assets. The company's assets were expanded from $100 Million to more than $6 Billion, its enterprise value from $60 Million to more than $6 Billion, its revenues from $100 Million to about $2 Billion annually and its cash flow from $6 Million to $600 Million. That company became a Fortune 1000 company under Bragg's leadership and today is part of ENSCO.

3. Bragg then cofounded which he cofounded Vantage Drilling in 2006 and served as that company's Chairman of the Board and Chief Executive Officer. That company commenced business in May 2007 with an IPO of $276 Million. That company built a fleet of seven new, high specification offshore drilling rigs, investing approximately $3.5 Billion. The fleet includes four premium jack-up rigs and three ultradeep-water drill ships capable of operating in waters up to 12,000 feet.

4. In February of 2016, Bragg signed an amended employment agreement with Vantage Drilling International, which was the successor company to Vantage Drilling ("Vantage"). Section 7 of the employment agreement provides that Vantage would advance up to $300,000 for legal fees and Section 19 allows for approximately $120,000 (e.g. 20% of base salary x $595,000) for related expenses should a dispute arise between Bragg and Vantage. Additionally, there was a Management Incentive Plan ("MIP") provision that was part of the employment package.

5. On March 21, 2016, Bragg received a Notice of Cessation of Employment from Vantage. Shortly thereafter, Bragg hired the law firm of Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing (hereinafter, "AZA") to represent him in his employment contract termination negotiations. Demetrios Anaipakos ("Anaipakos") and Joseph Ahmad ("Ahmad") were the main lawyers at AZA representing Bragg in this matter. After reviewing the employment agreement, both lawyers told Bragg he had a "slam dunk" case and that Vantage would be held responsible for severance pay, MIP awards, legal fees and expenses.

6. Vantage provided a severance offer, excluding the MIP, at the time of termination. However, Bragg declined this offer and the matter proceeded to mediation on September 2, 2016 where a similar proposal was made to Bragg, who again, declined. The matter did not settle in mediation, so the parties went to arbitration on July 24, 2017 per the terms of their agreement. Just prior to the arbitration hearing in July, another similar proposal was provided, and Bragg again declined. Importantly, each time the offer was made, AZA counsel reacted with disdain to the offer and held firm that Bragg would prevail on the MIP award. Bragg relied on the advice of his counsel and rejected these settlement offers.

7. The arbitration commenced on July 24, 2017 and was scheduled for one week. After the first two days, Bragg and his counsel believed that the hearing was going well. At the end of the second day, the opposing counsel approached the AZA lawyers wanting to discuss settlement once again. After a private discussion between counsel, the AZA lawyers indicated to Bragg that they could probably win on the MIP, including 3-times salary and bonus. However, early on the third day, the AZA lawyers were suddenly very negative about the likelihood of prevailing on the MIP award. As such, the AZA lawyers now strongly encouraged Bragg to settle without MIP compensation.

8. The MIP contained a provision for payment to Bragg of .65% of proceeds of any recovery of a dispute in which Vantage was involved resulting from a wrongful contract termination (hereinafter the "*Petrobras* dispute"). In connection with his termination, Vantage offered to pay Bragg that percentage of a recovery from the *Petrobras* dispute provided it be capped at $1.5 Million. In July 2018, Vantage obtained a $623 Million arbitration award in the *Petrobras* dispute. Thus, while Bragg was due in excess of $4 Million from the *Petrobras* dispute according to the terms of the MIP, the offer from Vantage would cap this recovery at $1.5 Million. AZA advised Bragg against accepting this offer, and thus, Bragg enjoyed no benefit of this potential $1.5 Million recovery.

9. Instead, on the third day of the arbitration AZA advised Bragg to accept what was currently on the table, to which Bragg reluctantly agreed, based upon AZA's advice. Pursuant to Vantage's employment agreement requiring it to pay a up to $300,000 for fees regarding any dispute, Vantage paid $108,000 in legal fees to AZA. Vantage paid only $108,000 in fees because that was all that had been invoiced by AZA at the time of the settlement.

10. Bragg stated that the amount of fees he would be required to absorb was critical to his decision in settling with Vantage. Ahmad agreed that the magnitude of fees was indeed a critical factor and he requested staff at his office to determine the fees and expenses through wrap up of the settlement. Ahmad also requested Bragg to contact other counsel (including the Ashcroft Firm and Brazilian counsel) to determine their fees incurred to date. Additionally, Bragg requested a prompt review of Directors and Officers ("D&O") insurance coverage applicable to possible future legal requirements. In response to these requests, staff at AZA provided Bragg with a fee estimate of $400,000 to $500,000 (of which, Bragg understood about $108,000 had already been paid by Vantage). Outside counsel was contacted and it was determined their outstanding legal fees were not material. Therefore, based upon AZA's representations of the amount of fees they were charging, Bragg agreed to move forward with the settlement pending a favorable review of applicable D&O insurance coverage.

11. However, after Bragg had agreed to settle with Vantage based upon the representations of AZA, AZA informed Bragg that their fees were going to be more than $100,000 over the initial estimate. Because of the state of the proceedings, Bragg felt compelled to affirm the decision to settle, which Ahmad passed along to the opposing counsel. Later in the day however, as settlement drafts were being circulated, AZA increased their fees to $750,000. Believing that he was already committed to the settlement, Bragg asked Vantage to pay AZA directly by subtracting that amount from Vantage's settlement amount, a portion of which was to be paid out to Bragg over several years in installments, subject to payroll withholding taxes.

12. Instead of paying AZA $750,000, Vantage paid AZA $875,000 in legal fees and expenses. Bragg was informed by Hilary Greene ("Ms. Greene") at AZA that AZA wanted to preliminarily "pad" the fee by $125,000 and would then rebate to Bragg that amount and any

other overage from the $750,000. In this way, it would not be paid out in installments, net of withholdings.

13. However, this was simply a ruse to conjure up additional fees for AZA. After receiving no final accounting or rebate from AZA for several months, Bragg contacted AZA and was told that the fees had actually exceeded not only the $400,000 to $500,000 fee estimate, and the $750,000 fee representation, but also the $875,000 fee representation as well. Even though these figures kept going up, AZA was not forthcoming with any actual summarized billing at that time. Shortly thereafter, an accounting summary was provided to Bragg to support that position. However, the accounting did not provide a bridge or explanation from the earlier representations.

14. As a result of AZA's gross incompetence and untimely billing practices, Bragg became personally liable for an additional $312,000 in legal fees and expenses. Bragg's employment contract, in the event of a dispute, indemnified Bragg for up to $420,000 in legal fees and expenses. Indemnification by Vantage, however, was contingent on Vantage receiving written evidence of the legal fees and expenses within a timely fashion. AZA knew this. In fact, Section 4 of AZA's engagement letter with Bragg required AZA to submit invoices of services rendered on a monthly basis. However, AZA breached this agreement. Prior to arbitration, AZA only submitted invoices for fees and expenses totaling $108,000, which was in fact paid by Vantage. AZA would later bill a total of $420,000 for the period prior to arbitration. Had AZA submitted their bills in a timely manner to Vantage prior to arbitration and in accordance with the terms of their engagement, Bragg would have been indemnified by Vantage for as much as $420,000 in legal fees and expenses. Instead, Bragg was only indemnified for $108,000 when AZA encouraged, advised and counseled Bragg to enter into a settlement with Vantage that would make him personally liable for the remaining $312,000 of legal expenses and fees.

15. Additionally, AZA encouraged Bragg to continue with arbitration promising him that he would recover under the employment contract for his MIP and recover treble damages for alleged fraud. However, after churning an exorbitant amount of fees up to and including the arbitration, AZA encouraged Bragg to accept Vantage's settlement, which was equal in amount to the original settlement offer Vantage made after Bragg's termination and before AZA was even engaged. Had Bragg accepted the first offer when he was terminated rather than proceeding to arbitration, he would have received the same result and eliminated 90% of the legal fees he incurred at the hands of AZA. In other words, AZA's representation provided Bragg with no benefit whatsoever.

16. Moreover, a large percentage of AZA's billing involved billing multiple tasks as one single billing entry with only a single time amount associated with that entry. This practice, known as "block billing," is controversial as it is a known tool used to inflate fees, making it almost universally prohibited under billing standards. Rather than provide specific and singular entries for work completed, AZA billed $685,344.75 using the controversial block billing practice. Because the block billing obfuscates the specific nature, duration, and reasonableness of the billing entry, the entries submitted using the controversial block billing method are called into question. AZA made it a practice during the course of their relationship with Bragg to send multiple timekeepers to meetings, conferences, hearings or depositions in an effort to churn fees at Bragg's expense. Rather than bill only for the active timekeeper's presence, many instances of duplicative billing occurred. There were a number of entries where timekeepers billing over $500 per hour repeated the same tasks, and there were some instances where they duplicated their efforts on the same day. These inefficient practices lead to more than 130 hours of billed work and $22,148.28 in fees for Bragg.

17. Further, for a client to properly evaluate the reasonableness and necessity of all time and expense entries, the charges should be billed with sufficient clarity, detail and timeliness, with the nature of the task preformed and the reason for performance. There are multiple instances of AZA providing Bragg with billing entries that fail to sufficiently describe the work preformed and fail to identify the purpose of the work completed. The questionable and vague billing entries regarding communications, preparation, and general tasks submitted by AZA total $148,553.58.

18. Moreover, rather than bill administrative and clerical work as overhead, AZA instead billed Bragg for 71.54 hours or $23,475.03 for clerical work, including calendaring dates, instructing subordinates including law clerks and secretaries, uploading documents, and receiving assignments from supervisors. AZA billed Bragg for idle time spent by timekeepers in transit, during which no legal work was performed. The non-working travel expenses totaled $18,451.02. AZA also billed for numerous internal communications between office staff and attorneys. Further, online research services such as Lexis or Westlaw, which are typically considered part of a firm's overhead, was billed to Bragg in the amount of $5,272.60

19. Additionally, AZA did not provide supporting documentation for significant disbursements made for expenses. Attorneys and timekeepers are expected to provide appropriate documentation to support large disbursement of funds. Undocumented disbursements made by AZA, contrary to standard billing practices, totaled $196,159.62. These billing discrepancies would have been avoided had AZA billed promptly and in accordance with their engagement letter with Bragg.

20. What is perhaps the most egregious act of fee churning however, came from AZA's partner and co-founder, John Zavitsanos ("Zavitsanos"). Zavitsanos boasted to Bragg

that he owned a villa in Greece and that he likes to visit his villa any chance he gets. So rather than conduct a usual deposition by video, Zavitsanos insisted on traveling to Greece to take a short deposition of a witness in the case named Spencer Wells. This way, Zavitsanos could enjoy an all expense paid trip to his villa in Greece at the cost of his client, Bragg. Zavitsanos billed almost $40,000.00 on his all expense paid trip, even charging Bragg for airfare, meals, the car rental, mileage and "lodging" when Zavitsanos presumably stayed in his own villa. Only after getting caught with his hand in the proverbial "cookie jar," did AZA refund a portion these charges.

21. AZA prides itself as being "skilled at developing creative solutions to business problems."[1] As shown above, AZA's gross incompetence, untimely billing practices and fee churning resulted in Bragg being held personally responsible for $312,000 in legal fees and expenses that he should not have been responsible for. What is worse, after churning literally more than half a million dollars in attorney's fees, AZA encouraged Bragg to accept a settlement which was equal in amount to the original settlement offer Bragg could have accepted before AZA was even engaged. This was not the "creative solution" that Bragg had in mind when he hired AZA. In addition to the above, Bragg seeks a substantial recovery of the $685,344.75 paid to AZA because of its improper invoicing resulting in inflated legal bills. Additionally, as a result of the misrepresentations and fraud by AZA during the settlement, Bragg is entitled to the difference between $875,000 and $575,000, which formed the basis on which his settlement decision was made, totaling $300,000. Finally, due to AZA and its lawyers' breach of contract and breach of fiduciary duty, Bragg seeks the disgorgement of all fees and expenses paid to AZA as said fees were obtained through fiduciary breaches, fraud and deceit.

[1] https://azalaw.com/about-aza/

VI
STATEMENT OF CLAIMS

1. Therefore, it has become necessary to bring this suit to collect a legal debt of money damages owing to Plaintiff due to Defendants' conduct. Specifically, the actions of Defendant AZA constitute breach of contract for fee churning. The actions of Defendants AZA, Anaipakos and Ahmed constitute negligence, breach of the duty of fair dealing and/or breach of fiduciary duty, breach of contract for fee churning and fraud. The actions of Defendant Zavitsanos constitutes breach of fiduciary duty.

A. NEGLIGENCE

1. The actions of Defendants AZA, Anaipakos and Ahmed constitute negligence. In addition to the allegations outlined above, the following errors and/or omissions by AZA, Anaipakos and Ahmed in the underlying representation constitute negligence:

- Failure to protect Plaintiff's interest;
- Failure to properly represent Plaintiff;
- Failure to appropriately advise Plaintiff concerning all aspects of the settlement; and
- Failure to diligently represent Plaintiff.

Of course, nothing Plaintiff did, or failed to do, caused or in any way contributed to cause the occurrences that resulted in losses and damages to Plaintiff. On the contrary, the Defendants fell below the standard of care for attorneys practicing law in Texas, and thus, Defendants' conduct was a proximate and/or producing cause of Plaintiff's losses and damages.

B. BREACH OF DUTY OF FAIR DEALING AND BREACH OF FIDUCIARY DUTY

1. The actions of all Defendants constitute breach of fiduciary duty. Defendants owed Bragg fiduciary and other duties as a matter of law by virtue of the attorney/client relationship, including the following:

- Duty of loyalty and utmost good faith;
- Duty to refrain from self-dealing, which extends to dealings with persons whose interests are closely identified with those of the fiduciary;
- Duty to act with integrity of the strictest kind;
- Duty of fair, honest dealing;
- Duty of full disclosure; that is, a duty not to conceal matters that might influence a fiduciary to act in a manner prejudicial to the principal;
- Duty to represent Plaintiff with undivided loyalty;
- Duty to act with absolute perfect candor, openness, honesty, and without any concealment or deception no matter how slight;
- Duty to make a full and fair disclosure of every facet regarding the attorney/client relationship; and
- Duty to fully and fairly provide information requested by Plaintiff regarding billings and expenses in order for Plaintiff to make fully informed decisions regarding potential settlements.

As outlined above, Defendants intentionally breached one, some, or all of the above fiduciary duties. These breaches of fiduciary duty proximately caused damages to Plaintiff and/or an improper benefit to Defendants.

C. BREACH OF CONTRACT

1. Defendant AZA is liable to Plaintiff for breach of contract for churning fees. Specifically, AZA (through its attorneys and staff) intentionally over charged Plaintiff and refused to comply with its contract as agreed. These breaches were material and Plaintiff's

injuries were a natural, probable and foreseeable consequence of AZA's breach. Since AZA breached its contract with Plaintiff, AZA is not entitled to any fee whatsoever. *See Kelly v. Murphy*, 630 S.W.2d 759, 761-762 (Tex. App. – Houston [1st Dist.] 1982, writ ref'd n.r.e.) ("an attorney who has himself breached the contract may not recover for services performed thereunder, whether on a contract basis or in quantum meruit."); *see also Royden v. Ardoin*, 160 Tex. 338, 331 S.W.2d 206 (1960).

D. FRAUD AND FRAUD BY NONDISCLOSURE

1. Defendants AZA, Anaipakos and Ahmed are liable to Plaintiff for fraud or, alternatively, fraud by non-disclosure. At the time Plaintiff agreed to settle the underlying arbitration, these Defendants expressly represented to Plaintiff that their fees and expenses would not be more $575,000 and that $420,000 of those fees and expenses would be paid by Vantage pursuant to the indemnification clause within the employment agreement. These representations were material and false. These Defendants knew that these representations were false at the time they were made, or Defendants made them recklessly, as a positive assertion, and without knowledge of their truth. These Defendants made these representations with the intent that Plaintiff rely on them and Plaintiff did rely on them by settling his arbitration case for a sum certain. The representations and reliance caused Plaintiff injury in that he was deprived of what he should have received under the settlement agreements due to the fact that Defendants kept raising the amount of their fees which Plaintiff was relying upon.

VII
DAMAGES

1. Regarding the causes of action and conduct alleged above, Plaintiff has sustained pecuniary losses that were proximately caused by Defendants' conduct. Plaintiff hereby seeks the maximum allowable of actual damages that are within the jurisdictional limits of this court and exceed $1,000,000.

A. ACTUAL DAMAGES

1. Plaintiff seeks actual damages in the amount of the breach of contract. In addition, Plaintiff seeks actual damages in the amount of fees paid to Defendants because their services were rendered worthless.

B. PUNITIVE DAMAGES

1. Plaintiff sues to recover punitive damages arising out of Defendants' intentional breach of fiduciary duty. Taking into consideration the nature of the wrong, the character of the conduct involved, the degree of culpability of Defendants, the situation and sensibilities of the parties concerned, the extent to which such conduct offends a public sense of justice and propriety, and the net worth of Defendants, Plaintiff is entitled to punitive damages. Additionally, Plaintiff will show by clear and convincing evidence that Defendants acted with malice because their acts and omissions were either with a specific intent to substantially injure Plaintiff or, when viewed objectively from the standpoint of Defendants at the time of the occurrences in question, involved an extreme degree of risk, considering the probability and magnitude of harm to Plaintiff, and of which Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff.

C. FEE FORFEITURE

1. Due to Defendants' intentional breach of fiduciary duty as outlined above, Plaintiff is entitled to the complete disgorgement of all attorneys' fees paid to Defendants.

D. ATTORNEY'S FEES

1. Defendants' breach of contract entitles Plaintiff to reasonable attorney's fees necessary to prosecute this action. Plaintiff seeks reasonable and necessary attorney's fees incurred to pursue this action to the maximum extent of the law.

VIII
CONDITIONS PRECEDENT

1. All conditions precedent have been performed or have occurred as required by Texas Rule of Civil Procedure 54 or performance would be futile under the circumstances of this case.

IX
DISCOVERY & TOLLING RULE

1. To the extent necessary, Plaintiff affirmatively pleads the discovery rule and/or the *Hughes* tolling rule to any defense of limitations asserted by Defendants regarding any of Plaintiff's causes of action.

X
JOINT LIABILITY

1. At all times material hereto, Defendants represented Plaintiff in the legal matters described herein. At all times material hereto, all of the specific acts complained of herein are attributable to the conduct of the individual attorneys associated with their respective law firms as partners, agents, servants, representatives and/or employees. Thus, the liability and responsibility of Defendants is vicarious, and joint and several, and, further, Plaintiff pleads the legal theory of *respondeat superior* as between the individual lawyers named herein and their

law firms. Further, Defendants are jointly liable for each other's conduct because they agreed to engage in a joint venture or general partnership with regard to the underlying case and undertook joint responsibility for Plaintiff's case.

XI
JURY DEMAND

1. Plaintiff desires to have a jury decide this case and makes this formal request pursuant to Texas Rule of Civil Procedure 216. This request is filed more than thirty days before this case has been scheduled for trial and all fees have been paid.

XII
REQUEST FOR DISCLOSURE

1. Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

XIII
NOTICE OF INTENT TO USE PRODUCED DOCUMENTS

1. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, each party is hereby given notice of Plaintiff's intent to use any and all documents produced by any and all parties at any pretrial hearing, deposition, proceeding, the trial of this matter, or any combination.

XIV
PRAYER

WHEREFORE, Plaintiff prays that after trial herein, that judgment be entered against Defendants jointly and severally as prayed for, that costs of court be taxed against Defendants, that Plaintiff be given prejudgment as well as post judgment interest, and for such other and further relief, at law and in equity to which Plaintiff may show himself to be justly entitled, to which the Court believes Plaintiff to be deserving, and for which Plaintiff will forever pray.

Respectfully submitted,

THE KASSAB LAW FIRM

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